

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

IN RE: VALSARTAN, LOSARTAN, AND CIVIL ACTION NUMBER:
IRBESARTAN PRODUCTS LIABILITY 1:19-md-02875-RMB-SAK
LITIGATION STATUS CONFERENCE

Mitchell H. Cohen Building & U.S. Courthouse
4th and Cooper Streets
Camden, New Jersey 08101
Friday, May 31, 2024
Commencing at 9:03 a.m.

B E F O R E: THE HONORABLE RENÉE MARIE BUMB,
CHIEF UNITED STATES DISTRICT JUDGE

APPEARANCES:

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Proceedings recorded by mechanical stenography; transcript produced by computer-aided transcription.

1 **A P P E A R A N C E S: (Continued)**

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15 **Also present:**

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17 Gregory Momjian, Judicial Law Clerk

18 Jordan Pino, Judicial Law Clerk

19 Loretta Smith, Esquire, Judicial Law Clerk to the Honorable
Robert B. Kugler

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1 (PROCEEDINGS held in open court before the Honorable
2 Renée Marie Bumb, Chief United States District Judge, at
3 9:03 a.m. as follows:)

4 THE COURTROOM DEPUTY: All rise.

5 THE COURT: Good morning.

6 MR. SLATER: Good morning, Your Honor.

7 MR. ABRAHAM: Good morning, Judge.

8 THE COURT: You can have a seat. Okay.

9 Have a seat. Thank you. Let me get to know you
10 folks. Some of you I know.

11 Okay. We're here for the valsartan matter. The
12 docket is 19-2875.

13 Okay. Let's start with appearances. We'll start
14 with the plaintiffs.

15 MR. HONIK: Good morning, Your Honor. Ruben Honik.

16 THE COURT: Nice to see you.

17 MS. WHITELEY: Good morning, Your Honor. Conlee
18 Whiteley.

19 THE COURT: Morning.

20 MR. SLATER: Good morning, Your Honor. Adam Slater.

21 THE COURT: Okay. Nice to meet you all.

22 MR. ABRAHAM: Hello, Judge. Nice to see the Court in
23 person.

24 THE COURT: Yes.

25 MR. ABRAHAM: Eric Abraham from Hill Wallack. I'm

1 lead counsel for the Hetero defendants. And I'll tell you who
2 our cast of characters is --

3 THE COURT: Yes, please. Okay.

4 MR. ABRAHAM: -- on this side of the table.

5 First, immediately to my left is Terry Henry, who is
6 settlement counsel for the Hetero defendants from the
7 Blank Rome law firm.

8 THE COURT: Okay.

9 MR. ABRAHAM: Behind me is William Murtha, also from
10 Hill Wallack, so also lead counsel together with me for the
11 Hetero defendants. And then Andrew Albero from the Lewis
12 Brisbois law firm represents Camber U.S.A.

13 THE COURT: Okay.

14 MR. ABRAHAM: Thank you, Judge.

15 THE COURT: Thank you. Nice to meet you all.

16 Well, I've tried to get caught up to speed, so I'm
17 getting there. It's a lot to get caught up with.

18 So what do you folks need me for here today? I've
19 gotten the letter, May 23rd letter. I set it down. So I guess
20 you want to -- you want to take it from there, Mr. Abraham.

21 MR. ABRAHAM: Thank you very much, Judge.

22 We wanted to come before the Court just to let you
23 know where we are in terms of our settlement process.

24 THE COURT: Yeah.

25 MR. ABRAHAM: And to make sure that the Court was

1 aware of what aspects of the case have been settled, and
2 there's one aspect of the case that has not yet been settled,
3 so --

4 THE COURT: Yeah. That's the economic, right?

5 MR. ABRAHAM: Yes. The losartan economic loss claim
6 is the yet-to-be-resolved claim.

7 With respect to the settled claims, we have a
8 confidential term sheet that the parties executed, thanks to
9 the assistance of Judge Kugler, obviously, and with the
10 mediation help of Judge Schneider.

11 We have taken that term sheet and we've turned it
12 into a series of settlement agreements. Separates ones for
13 personal injury and economic loss. And we've been working our
14 way through, I would say, relatively minor language issues
15 within those agreements.

16 The economic loss term sheet I think is a little bit
17 further along than the plaintiffs' personal injury settlement
18 agreement. But I think within the next... days, certainly I
19 think within the month of June, we will have those completed,
20 at which point, and I'll turn to Mr. Slater, at which point the
21 plaintiffs will be moving before this Court for preliminary
22 approval of the class action aspect of the settlement. And
23 that will be a motion that will be filed by the plaintiff. So
24 I think I should let Mr. Slater speak to that.

25 THE COURT: Okay. Before we get to that, is there

1 any hope that if there is some more time, that all of the
2 claims could be settled?

3 MR. ABRAHAM: There is. But we don't think that it
4 should hold up the progress of the issues that have been
5 settled.

6 In other words, the parties --

7 THE COURT: It wouldn't hold it up, but it would --
8 it might help scooch it up. Move it forward. No?

9 MR. ABRAHAM: No. The -- believe me, we gave -- I
10 don't want to call it a "college try," like a massive effort to
11 try and settle the losartan economic loss claim as well.
12 Clients flying in from India repeatedly for it. We're not
13 there yet. And we won't be there within the next 30 days, I'm
14 certain of it. But lines of communication between our team and
15 plaintiffs' team are excellent. And --

16 THE COURT: Are you still working with Judge
17 Schneider on that claim?

18 MR. ABRAHAM: We are not. We can return to him if we
19 think it will be helpful.

20 THE COURT: Well, why don't you return to him.

21 MR. ABRAHAM: I'll confer with my client about
22 whether they're ready.

23 THE COURT: Well, he was -- I mean, he was very
24 helpful with respect to the other claims.

25 MR. ABRAHAM: He was.

1 THE COURT: When I read the letter, I was like, well,
2 why did you stop?

3 MR. ABRAHAM: We stopped not for lack of trying.

4 THE COURT: Yeah.

5 MR. ABRAHAM: There were some informational gaps that
6 we needed to fill. And as Your Honor knows, sometimes clients
7 need to understand situations and sometimes it takes time for
8 clients to understand situations. And we're not there yet.

9 But we -- if Your Honor would like, we can reach back
10 out to Judge Schneider, absolutely.

11 THE COURT: Well, it just -- when I -- it just seems
12 to me, it makes more sense to resolve them all. The sense I'm
13 getting -- maybe it's just my optimistic thinking -- is that
14 with some time it can all get wrapped up. It might take a
15 little bit longer. But it just seemed to make more sense to
16 wrap it up all together. And if that means, you know, getting
17 Judge Schneider back involved, and if it means me having a
18 conversation with Judge Schneider to push the parties along,
19 I'm happy to do it.

20 It just seemed to me to make more sense. But by the
21 same token, as you said, I don't want to, you know, I don't
22 want to hold up progress.

23 MR. ABRAHAM: We'd really not like to derail the
24 settlements that have already concluded. We do think it's a
25 substantial amount of effort and work to get that last bit

1 settled. I can offer the Court no assurances that we can get
2 that done in any reasonable time.

3 THE COURT: In 30 days, but, I mean, you know.

4 All right. Well, let me see what Mr. Slater has to
5 say.

6 MR. ABRAHAM: Thank you, Judge.

7 MR. SLATER: Thank you, Your Honor.

8 I'll just run through a little summary that might
9 touch on some things that Mr. Abraham said. Starting with the
10 valsartan economic loss claims with Hetero, those are settled.
11 We have been negotiating for a really long time over, as
12 Mr. Abraham said, word issues in a settlement agreement and a
13 few of the issues with the claim forms and a few other things.

14 We, frankly, were hopeful that we could, since we're
15 all together here in court in person, that we could actually
16 spend some time in a room, figure out exactly what issues still
17 remain. Because we sent another redline to counsel recently
18 that we thought answered the issues, and they haven't gotten
19 back. So we figured we're here, let's use the time and let's
20 work, and let's try to finalize the settlement agreement. And
21 then there was one other issue that involves the claim form,
22 and we spoke informally in the hallway about it.

23 THE COURT: Wait. Now, when you say "resolve all of
24 the issues," all of the issues except the losartan economic
25 loss or including the losartan economic loss?

1 MR. SLATER: I'm only talking about the valsartan
2 economic loss.

3 THE COURT: Yeah, okay.

4 MR. SLATER: What we've done basically is we've taken
5 it in pieces. Even though we've settled valsartan economic
6 loss, medical monitoring and personal injury and losartan
7 medical monitoring and personal injury, we prioritized the
8 economic loss first. We're working on the settlement documents
9 for the personal injury. It's -- I beg to softly differ with
10 my colleagues on the other side. We haven't really negotiated
11 at all on those documents.

12 THE COURT: Which documents?

13 MR. SLATER: The personal injury master settlement
14 agreement --

15 THE COURT: Okay.

16 MR. SLATER: -- and the releases for the individual
17 plaintiffs.

18 I would think once we engage, we'll get it done. But
19 that's less of a concern because we don't have to get
20 certification, we don't have to get the --

21 THE COURT: Do you have who you need here, and do you
22 have who you need here for settlement?

23 MR. SLATER: We have who we need, absolutely.

24 THE COURT: Pardon me?

25 MR. SLATER: Yes, we do.

1 MR. ABRAHAM: We can certainly spend time talking.

2 Absolutely.

3 THE COURT: You will.

4 MR. ABRAHAM: Fine. We appreciate that.

5 THE COURT: Good.

6 MR. SLATER: Thank you.

7 So we're hoping we can knock that out and then get
8 the preliminary approval motion to Your Honor and get that
9 going.

10 The medical monitoring we've put to the back. And
11 I'll be very honest with you, our hope is that if we can start
12 to engage with more of the defendants, that we can then put
13 those medical monitoring funds together. Because most of the
14 plaintiffs or a lot of plaintiffs actually took the pills from
15 multiple defendants because it's generic drugs, so whichever
16 pharmacy you went to that month had the best price, you got
17 that.

18 THE COURT: And that's how I was kind of seeing it to
19 me. It just seemed -- this was great progress. But I just --
20 I kept saying to myself, well, why are we stopping just here?
21 I mean, why are we just taking a chunk out of it, which is
22 great. I mean, it is progress. But it just seemed to me that,
23 you know, once this starts to come into place, aren't the
24 others going to want to come into place, too?

25 I know there's some issues with some of the parties;

1 I get that. So I'm going to ask the same question I asked
2 Mr. Abraham. So why wouldn't you folks ask Judge Schneider to
3 do more?

4 MR. SLATER: We've been ready to do that for a long
5 time.

6 THE COURT: Have you asked him or -- I mean,
7 obviously he was very successful. So I just say to myself,
8 well, why are we stopping?

9 MR. SLATER: He's always said to both sides I'm
10 available, I'm here. He's actually in the term sheet for the
11 settlements that we reached. Any disputes within us, if we
12 can't resolve them, he's the -- he's actually put in as the
13 person who's going to resolve any of those disputes, and he
14 calls balls and strikes. And ultimately -- there was actually,
15 it was worked out on the plaintiffs' side, there was one issue
16 where it couldn't be agreed, in terms of the third-party payors
17 and the consumers, how the money would be allocated, he
18 actually mediated that deal, so he actually was involved. He's
19 still involved.

20 So from our perspective, getting him involved
21 yesterday or six months ago to try to move the losartan
22 discussions ahead would be wonderful, and we're ready to engage
23 anywhere, any time.

24 THE COURT: Okay. So then that's my question. So
25 shouldn't you folks try that? And I know you don't want to

1 derail progress, but I'm going to get a commitment from all of
2 the parties that that won't derail progress, right, on what
3 you've settled. That's settled.

4 But if I get a commitment from you all, which I will,
5 to have Judge -- work with Judge Schneider on the losartan
6 economic loss for the next 30 days.

7 No?

8 MR. SLATER: Absolutely. I'm sorry. I didn't mean
9 to interrupt.

10 THE COURT: Well, you want to, but I'm not getting --

11 MR. SLATER: I was just going to say, there's no
12 derailment. I mean, there's no reason why we would have to
13 wait for the valsartan part to be done to talk about the
14 losartan economic loss.

15 THE COURT: Yeah. So you have an agreement in
16 principle, more or less, okay? It's not going to change.

17 MR. SLATER: Right.

18 THE COURT: So let's move forward with progress.

19 MR. ABRAHAM: I --

20 THE COURT: I need a good explanation from you,
21 Mr. Abraham, why we shouldn't continue on the economic loss
22 losartan issue.

23 MR. ABRAHAM: We have no problem continuing
24 discussions.

25 THE COURT: Okay.

1 MR. ABRAHAM: No problem, whether we use Judge
2 Schneider to assist us or not. Frankly, between counsel, we
3 have an excellent ability to communicate with each other.

4 THE COURT: Okay.

5 MR. ABRAHAM: My concern is this, Judge --

6 THE COURT: Yeah.

7 MR. ABRAHAM: -- I need to keep my client focused on
8 what we've got settled and getting these documents finalized
9 and approved, and I don't want to create any distraction from
10 that mission.

11 On the plaintiffs' personal injury side, we -- we --
12 I think it's been in your hands since March-ish.

13 MR. SLATER: Right.

14 MR. ABRAHAM: Okay. So I know I'm going to have lots
15 of conversations with my side focused on what we've already
16 settled and getting those documents done.

17 THE COURT: Okay.

18 MR. ABRAHAM: I really don't want to distract them
19 from that mission. And if --

20 THE COURT: Fair point. So get that done.

21 But then simultaneously work towards the losartan
22 matter, and then it's all one motion. I guess what I'm saying
23 is, why are we making it two motions or three motions, or
24 whatever it might be, for approval, right?

25 So all I'm saying is get it done, put it to the side

1 and move on to the other issue. Then get that all done and
2 then come forward with your motion for preliminary approval
3 with respect to all of it. That's what I'm just saying. It
4 just seems to make more sense to me. It seems to be a lot of
5 work if we're going to end up at the same place.

6 MR. HENRY: Your Honor --

7 MR. ABRAHAM: Mr. Henry, if he may.

8 THE COURT: Yes, Mr. Henry.

9 MR. HENRY: If I could.

10 THE COURT: Do I make sense?

11 MR. HENRY: You make perfect sense.

12 THE COURT: Yeah.

13 MR. HENRY: But I think the scope of the losartan
14 economic loss claims swallow ten of the settlements that we've
15 just done. That's been the problem.

16 THE COURT: What do you mean by "swallow"?

17 MR. HENRY: It's huge. The plaintiffs' demand as
18 compared to -- the other five elements that we've resolved, we
19 could fit ten of those inside of their claim for the losartan
20 economic loss.

21 THE COURT: Okay.

22 MR. HENRY: And so we've really had a problem
23 bridging that gap, trying to bring us together. And that
24 really slowed things down.

25 I would agree with Mr. Abraham. I mean, our energies

1 need to be focused to finish these documents, because it's not
2 just, you know, Hetero Limited that we deal with. It's Hetero
3 Limited, Hetero U.S.A., it's Camber, you know, and all of their
4 executives, but then there's also insurers involved. So
5 there's a lot of people that look at the documents that we have
6 to herd as cats all the time to get these --

7 THE COURT: Yeah. No.

8 MR. HENRY: Which is why we've had some delay and why
9 we have a lot of voices that we have to answer to and comments
10 that then we bring back to Adam and his team. And that's where
11 Mr. Abraham's, kind of, focus comes in.

12 So, I mean, we can continue to talk on the losartan
13 economic loss.

14 THE COURT: Yeah.

15 MR. HENRY: But to bridge that gap in 30 days would
16 be huge.

17 THE COURT: Well, is there a magic to the 30 days?
18 Why is there --

19 MR. HENRY: No. You had just suggested 30 days.

20 THE COURT: Oh.

21 MR. SLATER: And I can tell you, Judge, it was very
22 helpful to us in getting the parts done that have been done.
23 And actually we did have, I thought, some productive
24 conversations about the losartan economic loss and then things
25 sort of broke down, but they can be picked up, I would think.

1 From our perspective, I know my friends over there
2 may not love what I'm about to say, but it was very helpful
3 when the executives from India who really call all the shots --
4 I understand there's a lot of entities here, but that's where
5 the money is coming from, that's where the drugs were
6 manufactured -- when they were actually willing to come here.

7 THE COURT: Here, yeah.

8 MR. SLATER: And that was when things actually got
9 done.

10 THE COURT: Well, was Judge Schneider present for
11 that?

12 MR. ABRAHAM: No.

13 MR. SLATER: No. That happened -- Judge Kugler did
14 that. He called them actually into court and we had a few
15 settlement conferences alone. We actually nailed down the
16 language before a case management conference with Judge Kugler
17 for about three hours that day in his jury room. That was not
18 the first time putting that together. So that was very
19 helpful.

20 THE COURT: Well, I'm happy to do it, but Judge
21 Schneider, I'm sure, would be happy to do it, too.

22 MR. SLATER: I would think he absolutely would. I
23 just wanted to put that out there just so you would know the
24 dynamic, Your Honor.

25 THE COURT: Okay. So --

1 MR. HONIK: Your Honor, if I may, I think everyone
2 before you is interested in a global resolution conceptually.

3 THE COURT: Right.

4 MR. HONIK: The question is how to do it given some
5 of the nuances that Mr. Abraham and his team has brought up.

6 May I suggest, tomorrow starts June. I think having
7 deadlines imposed by the Court that structures the events might
8 be helpful.

9 So, for example, if the Court were to say June 30 is
10 the end date to wrap up the documents supportive of the
11 already-settled parts of Hetero, that would be helpful, and at
12 the same time implore the parties presently to get a schedule
13 in early July. And that's loose. It could be a date
14 convenient to everybody, to have all the parties reconvene in
15 July in Camden, with Judge Schneider, to then pick up the
16 threads of the remaining losartan claim.

17 Mr. Henry is correct, it's by dollars a lot bigger.
18 But I think unless we get a structured meeting after this
19 30-day period where they can focus their client on wrapping up
20 the documents, having a target in July in Camden, in person,
21 with Judge Schneider, I think that's the way to achieve what we
22 all want, which is a global resolution.

23 MR. ABRAHAM: I'm okay with the "wrap up the
24 documents" in June. I can't do July. I personally can't do
25 July.

1 THE COURT: Oh.

2 MR. ABRAHAM: So if we were to do something like
3 that, it would have to be sometime after July, and, you know...

4 MR. SLATER: Unless we're going to be in the same
5 place during that time.

6 MR. HONIK: Unless you can do June 30.

7 THE COURT: So --

8 MR. ABRAHAM: I have a lot of trial work in late June
9 and into early July, and then I've got some R and R time that
10 Adam and I tend to wind up in the same place for, which is why
11 I say July won't work.

12 Hello, Loretta. I didn't see you sitting over there.

13 THE COURT: Okay. So here's what I think: So I
14 think that if I -- I like the suggestion if I issue a
15 scheduling order that says that -- I think I can accomplish
16 both objectives -- that I direct that the parties wrap up all
17 of the terms of the settlement that has been constituted in
18 principle by June 30th. It directs the parties, particularly
19 your clients, Mr. Abraham, that they now know that there's
20 finality to that aspect of it.

21 My order also then would say something to the effect
22 of, and that I will direct the parties, it's not an option,
23 I'll direct the parties to meet and confer to mutually find a
24 date within the next 60 days, so that's June --

25 MR. ABRAHAM: Ninety days.

1 THE COURT: Ninety days. So that's June, July, and
2 August, gives you plenty of time to work with -- that you meet
3 with Judge Schneider on one, two, or three, whatever days it
4 takes, with an effort towards resolving the remaining claim,
5 okay? So that would be part of my order.

6 The other part of my order would be that I will not
7 entertain a motion for preliminary approval until I have
8 received word from the parties and Judge Schneider that the
9 parties are incapable of resolving the issue.

10 And what that means is until I'm satisfied that the
11 parties have engaged in good effort, good faith efforts,
12 they've exhausted all resources available to them, then I'm not
13 going to entertain the motion. Because I just think that that
14 conserves resources, judicial resources, it conserves resources
15 for the parties, as well as the consumers, so I just think that
16 makes more sense.

17 What do you all say? You like it or you don't?

18 MR. ABRAHAM: We're fine.

19 MR. SLATER: We, of course, agree, Your Honor.

20 THE COURT: That's what I'm going to do.

21 MR. SLATER: It makes a lot of sense. And we do
22 appreciate the opportunity to talk to counsel today, because
23 that really would jump start things, if we could finish those
24 few points.

25 THE COURT: So I'm going to make my -- I'm going to

1 make my jury room available all day.

2 MR. SLATER: Thank you.

3 THE COURT: I, unfortunately, have to leave, you
4 know, midday.

5 So if you need me within the next hour or so, I'm
6 here to help. I would like to get involved, but I'm going to
7 really defer to Judge Schneider. You folks have had great
8 success with him. So let me just chat with him. You folks
9 will be reaching out to him consistent --

10 MR. SLATER: Today.

11 THE COURT: Okay. Good.

12 MR. SLATER: We'll send an email and copy counsel,
13 happy to say we've just spoke with you and that we'd like to
14 set up a Zoom or something, just if we can talk so --

15 THE COURT: Yeah. In the meantime, start talking
16 about dates, because I want that meeting -- if it's going to
17 last one, two or three days, I want that meeting in person,
18 okay? Which means you're going to get your clients over,
19 right? I think that would be helpful.

20 MR. ABRAHAM: Yeah. I have a client representative
21 who is in the United States.

22 THE COURT: Oh, okay. All right. Good.

23 MR. ABRAHAM: I have other client representatives
24 that are in India.

25 THE COURT: Okay.

1 MR. SLATER: We vote for the clients who have the
2 settlement authority because otherwise --

3 THE COURT: Yeah. They have to be in person. I
4 mean, it just has to be. It's -- we can --

5 MR. ABRAHAM: Whoever comes will have authority.

6 THE COURT: Yeah. There you go.

7 MR. SLATER: Authority, okay. We can talk.

8 There's --

9 THE COURT: Authority to settle, yes.

10 MR. ABRAHAM: Yes.

11 MR. SLATER: There's a related issue.

12 THE COURT: Yeah.

13 MR. SLATER: And it relates to the losartan part
14 that's not settled.

15 We have, as a plaintiffs' group, have been trying to
16 get discovery to roll at a pace that actually will move things
17 ahead with that part of the litigation. And what we've gotten
18 is not just from Hetero but uniformly is they're saying, well,
19 we don't want to do anything until we see Judge Bumb in late
20 July. And we have orders already for documents to be produced,
21 and we --

22 THE COURT: Yeah; I'm not waiting. So --

23 MR. ABRAHAM: Judge, the only thing that concerns me
24 about this topic is that to the extent we want to talk about
25 Hetero losartan discovery, I think it's appropriate, but

1 without the balance of the joint defense group here, the other
2 defendants to talk themselves about losartan discovery, I feel
3 it's unfair to them.

4 THE COURT: Well, here's what I was going to say, is
5 that I want you to submit a letter to Judge Vanaskie, and then
6 I'm going to have a conversation with him, and then I'm going
7 to tell him that I want discovery to proceed. I don't want it
8 to wait until July.

9 MR. SLATER: Thank you. Understood, Your Honor.

10 THE COURT: Yeah. So then all the parties know,
11 okay?

12 MR. ABRAHAM: Thank you, Judge.

13 THE COURT: We're not just picking on Hetero, okay?

14 MR. ABRAHAM: Thank you. I think Hetero has been
15 doing its part in losartan discovery, in my own defense.

16 THE COURT: And Mr. Slater agrees with that.

17 MR. ABRAHAM: Thank you.

18 MR. SLATER: Of course I do.

19 No. Actually, we've been able to settle multiple
20 claims. We just had a call with Mr. Murtha a couple weeks ago,
21 there was a few documents, and this, what you just said I think
22 really helps to move the issue --

23 THE COURT: So you're going to put a letter on the
24 docket to Judge Vanaskie per my direction, request. I do not
25 want discovery to wait until the end of July. We're losing

1 valuable time in doing that, okay?

2 MR. SLATER: Agreed. Thank you, Your Honor.

3 THE COURT: And then I'm asking that he convene all
4 of the parties and get discovery moving.

5 MR. SLATER: Thank you.

6 THE COURT: I know there's been a little bit of delay
7 with the transfer of the case and all of that. But I certainly
8 don't want to be the one that's holding up progress.

9 MR. SLATER: Thank you.

10 THE COURT: Okay. So I'll put an order on the docket
11 that sort of lays out what we talked about, so that will be
12 something that you can share with your client. Your client
13 will have solace in knowing that we're going to move forward on
14 a settlement that we have, but we're also going to have a dual
15 track.

16 MR. ABRAHAM: Thank you very much, Judge.

17 THE COURT: And there's an incentive, too, to get it
18 resolved.

19 MR. ABRAHAM: Great. We appreciate the Court's time.

20 THE COURT: Yeah.

21 Okay. Anything else? Yeah? No?

22 MR. SLATER: I don't believe so for plaintiffs, Your
23 Honor.

24 MR. ABRAHAM: Not for defendants. Thank you.

25 THE COURT: So -- well, you think the jury room will

1 be fine? Yeah.

2 MR. SLATER: Absolutely. We've done some of our best
3 work in jury rooms.

4 THE COURT: Yeah. And there's a conference room
5 here, too. If some of you need there and some of you want to
6 stay in here, I don't have anything else this morning in this
7 courtroom, so...

8 Okay.

9 MR. SLATER: Thank you so much.

10 THE COURT: Good to meet you all.

11 MR. SLATER: Thank you, Your Honor.

12 MR. HONIK: Thank you, Your Honor.

13 MR. ABRAHAM: Thank you, Your Honor.

14 THE COURT: Thank you. Okay.

15 THE COURTROOM DEPUTY: All rise.

16 (Proceedings concluded at 9:27 a.m.)

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18 **FEDERAL OFFICIAL COURT REPORTER'S CERTIFICATE**
- - - - -

19 I certify that the foregoing is a correct transcript
20 from the record of proceedings in the above-entitled matter.

21

22

23 /S/John J. Kurz, RDR-RMR-CRR-CRC

June 3, 2024

24 Court Reporter/Transcriber

25

<p>MR. ABRAHAM: [46] MR. HENRY: [9] 14/6 14/9 14/11 14/13 14/17 14/22 15/8 15/15 15/19 MR. HONIK: [5] 3/15 17/1 17/4 18/6 24/12 MR. SLATER: [39] MS. WHITELEY: [1] 3/17 THE COURT: [85] THE COURTROOM DEPUTY: [2] 3/4 24/15</p> <hr/> <p>/</p> <hr/> <p>/S/John [1] 24/23</p> <hr/> <p>0</p> <hr/> <p>07068 [1] 1/17 07102 [1] 2/13 08101 [1] 1/8 08540 [1] 2/7</p> <hr/> <p>1</p> <hr/> <p>100 [1] 2/13 103 [1] 1/17 1100 [1] 1/14 130 [1] 2/9 1515 [1] 1/14 15th [1] 2/13 18th [1] 2/9 19-2875 [1] 3/12 19087 [1] 2/3 19102 [1] 1/14 19103 [1] 2/10</p> <hr/> <p>1:19-md-02875-RMB-SA K [1] 1/4</p> <hr/> <p>2</p> <hr/> <p>2024 [2] 1/8 24/23 207 [1] 1/17 21 [1] 2/6 23rd [1] 4/19 270 [1] 2/3 2875 [1] 3/12</p> <hr/> <p>3</p> <hr/> <p>30 [8] 6/13 8/3 12/6 15/15 15/17 15/19 17/9 18/6 30-day [1] 17/19 30th [1] 18/18 31 [1] 1/8</p> <hr/> <p>4</p> <hr/> <p>4th [1] 1/7</p> <hr/> <p>5</p> <hr/> <p>550 [1] 2/3 576-7094 [1] 1/23</p> <hr/> <p>6</p> <hr/> <p>60 [1] 18/24</p> <hr/> <p>7</p> <hr/> <p>701 [1] 1/20 70130 [1] 1/20 7094 [1] 1/23</p>	<p>8</p> <hr/> <p>856 [1] 1/23</p> <hr/> <p>9</p> <hr/> <p>9:03 [1] 1/9 9:03 a.m. [1] 3/3 9:27 a.m. [1] 24/16</p> <hr/> <p>A</p> <hr/> <p>a.m. [3] 1/9 3/3 24/16 ability [1] 13/3 able [1] 22/19 above [1] 24/20 above-entitled [1] 24/20 ABRAHAM [10] 2/5 3/25 4/20 8/9 8/12 11/2 12/21 14/25 17/5 18/19 Abraham's [1] 15/11 absolutely [6] 7/10 9/23 10/2 12/8 16/22 24/2 accomplish [1] 18/15 achieve [1] 17/21 action [2] 1/3 5/22 actually [14] 8/15 10/14 11/10 11/12 11/14 11/18 11/18 15/23 16/6 16/8 16/14 16/15 21/16 22/19 ADAM [4] 1/16 3/20 15/10 18/10 after [2] 17/18 18/3 ago [2] 11/21 22/20 agree [2] 14/25 19/19 agreed [2] 11/16 23/2 agreement [5] 5/18 8/12 8/20 9/14 12/15 agreements [2] 5/12 5/15 agrees [1] 22/16 ahead [2] 11/22 21/17 aided [1] 1/24</p> <hr/> <p>ALBERO [2] 2/2 4/11 all [33] allocated [1] 11/17 alone [1] 16/15 along [2] 5/17 7/18 already [4] 7/24 13/15 17/11 21/20 already-settled [1] 17/11 also [6] 2/15 4/9 4/10 15/4 18/21 23/14 always [1] 11/9 amount [1] 7/25 ANDREW [2] 2/2 4/11 another [1] 8/17 answer [1] 15/9 answered [1] 8/18 any [6] 6/1 8/2 11/11 11/13 11/23 13/9 anything [3] 21/19 23/21 24/6 anywhere [1] 11/23 appearances [1] 3/13 appreciate [3] 10/4 19/22 23/19 appropriate [1] 21/25 approval [5] 5/22 10/8 13/24 14/2 19/7 approved [1] 13/9</p>	<p>are [11] 4/23 6/15 6/16 6/18 8/10 10/20 10/21 11/8 13/23 19/9 20/24 aren't [1] 10/23 Arthur [1] 2/16 ask [2] 11/1 11/2 asked [2] 11/1 11/6 asking [1] 23/3 aspect [3] 5/2 5/22 18/20 aspects [1] 5/1 assist [1] 13/2 assistance [1] 5/9 assurances [1] 8/1 August [1] 19/2 authority [4] 21/2 21/5 21/7 21/9 available [3] 11/10 19/12 20/1 AvKARE [1] 2/4 aware [1] 5/1</p> <hr/> <p>B</p> <hr/> <p>back [5] 7/9 7/17 8/19 10/10 15/10 balance [1] 22/1 balls [1] 11/14 basically [1] 9/4 BEASGAARD [1] 2/2 because [9] 8/17 9/19 10/13 10/15 15/1 19/13 19/22 20/16 21/2 been [14] 5/1 5/2 5/13 6/4 8/11 11/4 13/12 14/15 15/22 18/17 21/15 22/14 22/19 23/6 before [6] 3/1 4/22 5/21 5/25 16/16 17/2 beg [1] 9/9 Behind [1] 4/9 believe [2] 6/9 23/22 best [2] 10/16 24/2 between [2] 6/14 13/2 bigger [1] 17/17 bit [4] 5/16 7/15 7/25 23/6 BLANK [2] 2/8 4/7 Blank Rome [1] 4/7 both [2] 11/9 18/16 bridge [1] 15/15 bridging [1] 14/23 bring [2] 14/23 15/10 BRISBOIS [2] 2/2 4/12 broke [1] 15/25 brought [1] 17/5 Building [1] 1/7 BUMB [3] 1/10 3/2 21/19</p> <hr/> <p>C</p> <hr/> <p>call [3] 6/10 16/3 22/20 called [1] 16/14 calls [1] 11/14 Camber [3] 2/4 4/12 15/3 Camden [3] 1/8 17/15 17/20 Camp [1] 1/20 can [20] 3/8 6/18 7/9 7/14 8/1 8/1 10/1 10/7 10/11</p>	<p>10/12 15/12 15/21 15/25 17/19 18/6 18/15 20/14 21/4 21/7 23/12 can't [3] 11/12 17/24 17/24 case [4] 5/1 5/2 16/16 23/7 cast [1] 4/2 cats [1] 15/6 caught [2] 4/16 4/17 Center [1] 2/12 certain [1] 6/14 certainly [3] 5/18 10/1 23/7 CERTIFICATE [1] 24/17 certification [1] 9/20 certify [1] 24/19 change [1] 12/16 characters [1] 4/2 chat [1] 20/8 CHIEF [2] 1/10 3/2 chunk [1] 10/21 CIVIL [1] 1/3 claim [9] 5/5 5/6 6/11 6/17 8/13 8/21 14/19 17/16 19/4 claims</p>
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